

**IN THE UNITED STATES DISTRICT COURT FOR THE  
WESTERN DISTRICT OF OKLAHOMA**

1. RICHARD SULLIVAN,	)	
	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No. <u>CIV-14-193-F</u>
	)	
1. SAFECO INSURANCE COMPANY	)	
OF AMERICA, A Foreign For Profit	)	
Insurance Corporation,	)	
	)	
Defendant.	)	

**COMPLAINT**

**A. Parties**

1. Plaintiff, Richard Sullivan, is a resident of the State of Oklahoma.
2. Defendant, Safeco Insurance Company of America, is a foreign for-profit insurance corporation incorporated and organized under the laws of the State of New Hampshire.
3. The principal place of business for Defendant, Safeco Insurance Company of America, is Boston, Massachusetts.
4. The Defendant, Safeco Insurance Company of America, is licensed to conduct business in the state of Oklahoma and may be served with process through the Oklahoma Department of Insurance.
5. This action is not related to any other case filed in this court.

**B. Jurisdiction**

6. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §1332 because there is diversity between the parties and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

**C. Facts**

7. At all times material hereto, Plaintiff, Richard Sullivan, rented property located at 805 SW 52<sup>nd</sup> St. in Oklahoma City, Oklahoma.

8. On or about April 10, 2012, Plaintiff's residence and personal property were damaged and/or destroyed as the result of burglary and fire. As a result of the fire and burglary, Plaintiff sustained loss and/or damage to his personal property. Said theft and damage to Plaintiff's personal property is covered under the terms and conditions of Plaintiff's renters insurance policy.

9. At all times material hereto, Plaintiff, Richard Sullivan, was insured under the terms and conditions of a renters insurance policy, policy number OY6898843, issued by the Defendant, Safeco Insurance Company.

10. At all times material hereto, Plaintiff, Richard Sullivan, complied with the terms and conditions of his insurance policy.

11. Fire damage and theft are covered perils not otherwise excluded pursuant to the terms and conditions of the policy issued by the Defendant.

**D. Count I Breach of Contract**

12. Plaintiff, Richard Sullivan, hereby asserts, alleges and incorporates paragraphs 1-11 herein.

13. The property insurance policy No. OY6898843, issued by Defendant, Safeco Insurance Company, was in effect on April 10, 2012.

14. The acts and omissions of Defendant, Safeco Insurance Company, in the investigation, evaluation and denial of Plaintiff's claim were unreasonable and constitute a breach of contract for which contractual damages are hereby sought. Defendant breached its contract with Plaintiff by failing to conduct a reasonable investigation of the Plaintiff's claim and by improperly denying Plaintiff's claim.

15. The Defendant's acts and omissions, including the improper denial of Plaintiff's claim, resulted in a complete failure to pay for covered damages to the Plaintiff's personal property from fire and theft.

16. The Defendant's failure to pay these covered damages is unreasonable and amounts to a breach of the insurance contract because the damages are the result of the April 10, 2012 fire and theft losses which are explicitly covered by the terms and conditions of the policy issued by Defendant.

**E. Count II Bad Faith**

17. Plaintiff, Richard Sullivan, hereby asserts, alleges and incorporates paragraphs 1-16 herein.

18. The acts and omissions of the Defendant, Safeco Insurance Company, in the investigation, evaluation and denial of Plaintiff's claim were unreasonable and constitute bad faith for which bad faith and extra-contractual damages are hereby sought.

19. Defendant acted unreasonably and in bad faith by failing to consider evidence submitted by Plaintiff which supports payment for fire damage and theft. Defendant asserted that the Plaintiff could not have possibly owned the items submitted on the inventory lists compiled subsequent to the loss. Plaintiff submitted proof that he owned and had an insurable interest in the personal property that was stolen or damaged by fire. Defendant unreasonably disregarded and/or refused to investigate or consider evidence that supported Plaintiff's property damage claim.

20. Had Defendant Safeco been reasonable in the investigation, evaluation and payment of Plaintiff's claim, it would have resulted in the Plaintiff being paid for the personal property submitted by Plaintiff on the inventory list provided to Defendant.

#### **F. Count III Punitive Damages**

21. Plaintiff, Richard Sullivan, hereby asserts, alleges and incorporates paragraphs 1-20 herein.

22. The unreasonable conduct of the Defendant, Safeco Insurance Company, in the handling of Plaintiff's claim was intentional, willful, wanton and was committed with a reckless disregard for the rights of the Plaintiff for which

punitive damages are hereby sought.

**G. Demand for Jury Trial**

23. The Plaintiff, Richard Sullivan, hereby requests that the matters set forth herein be determined by a jury of his peers.

**H. Prayer**

24. Having properly pled, the Plaintiff, Richard Sullivan, hereby seeks contractual, bad faith and punitive damages against the Defendant, Safeco Insurance Company, all in an amount in excess of \$75,000.00; including costs, interest and attorney fees.

Respectfully submitted,

S/ Michael D. McGrew

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